

TERMS & CONDITIONS

User Agreement

These terms of use (Terms) constitute a legally binding agreement between you and the company hereby referred as ("Comestible24 Technologies Private Limited," "Yottabite," the "Company," "we," "us," and "our,") regarding your use of the web application/website offered by the Yottabite including but not limited to delivery of content via the Site, any mobile or internet connected device or otherwise "the Service".

By accessing the site or service and/or by clicking "I agree", you agree to be bound by these terms.

"User" or "You" means any person who access or avail this site of the Yottabite for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the site of the company.

You hereby represent and warrant the Yottabite that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. While individuals under the age of 18 may utilize our services, they shall do so only with the involvement & guidance of their parents and / or legal guardians, under such Parent / Legal guardian's registered account.

You agree to register prior to uploading any content and / or comment and any other use or services of this site/web application and provide your details including but not limited to complete name, age, email address, residential address, contact number.

Yottabite may add to or change or update these Terms of Use, from time to time entirely at its own discretion.

You are responsible for checking these Terms of Use periodically to remain in compliance with these terms. Your use of a site after any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

Changes

Comestible24 Technologies Pvt Ltd reserves the right to suspend / cancel, or discontinue any or all channels, products or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice.

Charges

Comestible24 Technologies Pvt Ltd reserves the right to charge subscription, commission and / or membership fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of this site.

Copyright and Trademarks

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site and web applications (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this site are the property of Comestible24 Technologies Pvt Limited, its affiliates and associates and are protected under applicable Indian laws.

You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Comestible24 Technologies Pvt Limited; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line or other mark or source identifier included on the site / service, including without limitation, the size, color, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

Limited Permission to Copy

Comestible24 Technologies Pvt Limited grants you permission to only access and make personal use of the site and you agree not to, directly or indirectly download or modify / alter / change / amend / vary / transform / revise / translate / copy / publish / distribute or otherwise disseminate any content on Comestible24 Technologies Pvt Limited 's site / service, or any portion of it; or delete or fail to display any promotional taglines included in the site / service either directly or indirectly, except with the express consent of Comestible24 Technologies Pvt Limited.

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impression that such other person is a publisher or distributor of the service on the site, or any data gathering or extraction tools; or any use of meta tags.

You should not (whether directly or through the use of any software program/web scrapper) create a database in electronic or structured manual form by regularly or systematically downloading and storing all or any part of the pages from this site.

No part of the Site may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service without prior written permission.

Sharing of Personal Information

Yottabite is designed to help restaurants/pubs/bars or any other facilities serving food make their facilities 100 percent contactless by integrating Digital Menu with their POS.

In order to do this, Yottabite requires the use of such information including but not limited to your email, password or any other information which was used while Signing Up with the services.

Yottabite offers Sign Up process with our own sign-up system and other social media platforms such as Facebook, Google etc.

Yottabite uses Facebook and Google platforms as a medium for signing up only. The user data collected by Yottabite shall only be through the above mediums which will be provided by the intended user through their Facebook or Google+ profile, no other data shall be collected/used by Yottabite apart from those that was permitted during Sign Up process.

Kindly note that the manner in which Facebook and Google+ uses, stores and discloses your information is governed solely by their policies, and Yottabite bears no liabilities/responsibility for its privacy practices and/or other actions of any third-party site or service that may be enabled within the service.

For certain services such as email, personal web pages, contests and shopping, signing up by the visitor is required. To sign up for these services you have to open an account by completing the signing up process (i.e. by providing us with current, complete and accurate information as prompted by the applicable registration form). You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. By Signing Up, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the website. Each sign up is for a single individual user only. To access these services, you will be asked to enter your individual Email Address and Password, as chosen by you during your signing up. Therefore, we do not permit any of the following:

- Any other person sharing your account and password;
- Any part of the site being cached in proxy servers and accessed by individuals who have not registered with Yottabite as users of the site; or

- Access through a single account and password being made available to multiple users on a network.

If Yottabite reasonably believe that an account and password is being used / misused in any manner, Yottabite shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Yottabite immediately of any unauthorized use of your account or any other breach of security. Yottabite will not be liable for any loss that you may incur as a result of someone else using your password or account. However, you could be held liable for losses incurred by Yottabite or another party due to someone else using your account or password.

Use of Profile Data

We may use the personal information to provide the services you request. However, to the extent we use your personal information to market to you, we will also provide you the ability to opt-out of such uses. The personal information shall be used by us and our affiliates to resolve disputes; troubleshoot problems; help/promote a safe service; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection. In our efforts to continually improve our products and services, we collect and analyze demographic and profile data about our users' activity on our mobile web application/application.

We may occasionally ask you to engage in factual or interest-based surveys. These surveys may ask you for more information around your interest and demographic information (like movies of choice, or preferred cuisines). The data so collected through surveys is solely to enhance your experience in the usage of the mobile application/web application, providing you with content that we think you might be interested in, and to display content according to your preferences. It is however clarified that, filling in of such surveys is optional.

No unlawful or prohibited use

As a condition of your use of the services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the services in any manner that could damage, disable, overburden, or impair any of our servers, or the network(s) connected to any TIL server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or to any of the services, through

hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Material Posted/transmitted at Yottabite

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted / posted, is the sole responsibility of the person from where such content is originated (the Originator). By posting any material which contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of limitation, the distribution, public display and reproduction of such Images.

You represent that you have valid rights and title in any and all Content/Images that you submit on the Site, that you have not infringed on any IPR belonging to any party and further that you will indemnify Yottabite for all claims arising out of any content that you post on the Site or its products.

Yottabite accepts no responsibility for the said Content / Images. However, you understand that all Content / Images posted by you becomes the property of Yottabite and you agree to grant/assign to Yottabite, a non-exclusive, royalty free, perpetual, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content / Images (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world".

Exchange of Information & other Community Services

Yottabite endeavors to provide a web platform for various community interactions for persons to interact and exchange views with each other. The content posted on such services is by general public therefore the accuracy, integrity or quality of such content cannot be guaranteed. You understand that by using such services, you may be exposed to objectionable matter. By using the facility of review/rating and other community services you agree not to upload, post, or otherwise transmit any matter or views, which are, defamatory, abusive, pervasive, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. You may also not indulge in cyber stalking, become or create a nuisance for any visitor / user of the site.

You may not send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of this site or Mobile, or other user's ability to engage in real time exchanges.

Prohibited Activities

The User shall not to host, display, upload, modify, publish, transmit, store, update or share any information that,

- belongs to another person and to which the user does not have any right;
- is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically
- objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- is harmful to child;
- infringes any patent, trademark, copyright or other proprietary rights,
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
- contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person

Any Content and or comment uploaded by you, shall be subject to relevant Indian laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the site, the Company shall have the right to immediately terminate/block your access and usage of the site and the Company shall have the right to immediately remove any non-compliant Content and or comment, uploaded by you and shall further have the right to take recourse to such remedies as would be available to the Company under the applicable laws.

Limitation of Liability

Any transactions relating to booking of table or reservations of goods or services not directly offered by Yottabite are to be settled inter-se between the parties to such transaction and all warranties express or implied of any kind, regarding any matter pertaining thereto, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed by Yottabite. Yottabite merely endeavors to provide a platform where you and other party may interact, exchange information or carry out a reservation on such basis that are mutually agreed between you and the other party. Yottabite shall not be liable for any loss that you may incur, while making reservations or bookings of the third party. Under no circumstances shall Yottabite be held responsible or liable, in any way, for any content which in Legal opinion is derogatory, threatening, defamatory, obscene or offensive or offends public sensibilities or morals and shall also not assume liability for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted or uploaded on the site, or any infringement of another's rights, including intellectual property rights. You specifically agree that Yottabite is not responsible for any content sent using and/or included in Yottabite site/mobile/service by any third party.

Termination of Account

Yottabite reserves its right to (a) refuse Service, (b) restrict, suspend, or terminate your account; (c) terminate this Agreement; (d) terminate or suspend your access to the site; (e) refuse, move or remove for any reason any Content / Image that you submit on or through the Services; (f) refuse, move, or remove any Content / Image that is available on or through the Services; (g) establish general practices and limits concerning use of the Services at any time and, (h) remove or edit contents or cancel orders (entered by you) in its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use.

User Conduct and Obligations

You hereby agree and assure Yottabite and its affiliates that the site/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. You further concur that you will not, through site/Mobile/Service post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component;

use the Site/Mobile/Service for illegal purposes;

disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any

unauthorized access to any Yottabite website or mobile apps.

transmit through the Site or Mobile apps, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable material of any kind or nature. This includes text, graphics, video, programs or audio, etc.;

engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "grieving" as those terms are commonly understood and used on the Internet

forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the site.

upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", duplicative messages or any other form of solicitation.

encumber or suffer to exist any lien or security interest on the subject matter of this Agreement; or

make any representation or warranty on behalf of Yottabite.

You agree not to post, distribute, transmit or otherwise make available any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to:

infringement of any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;

right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity;

any confidentiality obligation. Unless otherwise permitted, you will: (i) display the Service on your site or Products in the exact form received by you, and not modify or edit any of the foregoing without Yottabite prior written consent; (ii) ensure that the fundamental meaning of the Service is not changed or distorted; (iii) comply with all applicable laws and all limitations and restrictions (if any) placed by Yottabite on the use, display or distribution of any Service and (iv) not archive any of the Service for access by users at any future date after the Service has been removed from your Website or product accordingly. You acknowledge that the service must link and redirect to the appropriate Yottabite web page when a user clicks on the Service (e.g., a headline). You shall not display the Service in such a manner that does not allow for successful linking and redirection to, and delivery of, Yottabite Web page, nor may you frame any Yottabite Web page.

No Controlling Spam Policy or Unsolicited E-mails

You will not use any communication tool or other means available on the site to transmit, directly or indirectly, any unsolicited bulk communications (including emails and instant messages). Yottabite will not sell, lease or rent its e-mail subscriber lists to third parties. You may not harvest information about users of Yottabite for the purpose of sending or to facilitate the sending of unsolicited bulk communications. We may terminate your access or use of the service immediately, with or without any notice, and take any other legal action if you, or anyone using your access details to the site or Mobile apps, violates these terms. We may adopt any technical remedy (including any filtering technology or other measures) to prevent unsolicited bulk communications from entering, utilizing or remaining within our computer or communication networks. Such filtering technology or other measures may block, either temporarily or permanently, some e-mail sent to you through the Yottabite Websites.

Disclaimer

The Content on these Services is for informational purposes only. Yottabite disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Yottabite reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. Yottabite does not guarantee the quality of the Goods, the prices listed in menus or the availability of all menu items at any Restaurant/Merchant. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to Yottabite. Please email a takedown request (by using the "Contact Us" link on our website) to the webmaster if you are the copyright owner of any Content on these Services and you think the use of the above material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown here have been digitized by Yottabite. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of Yottabite.

Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on the Restaurant's listing page or Nutrition Products' listing on the Yottabite Platform is for informational purposes only. Such Certification is displayed by Yottabite on an 'as available' basis that is provided to Yottabite by the Restaurant partner(s)/Merchant(s). Yottabite does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a Customer upon the Certification or information thereto shall be strictly at such Customer's own risk and Yottabite in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Restaurant partner/Merchant.

Links to Other sites

All the contents of this Site and Mobile/Web apps are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site and Mobile/Web apps is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Site or Mobile/Web app. The information from or through this site is provided on "AS IS" basis, and all warranties and conditions, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without Certain links on the Site lead to resources located on servers maintained by third parties, these sites of third party(s) may contain Yottabite's logo, please understand that it is independent from yottabite.in, over whom Yottabite has no control or connection, business or otherwise as these sites are external to Yottabite. You agree and understand that by visiting such sites you are beyond the Yottabite's website. Yottabite, therefore neither endorses nor offers any judgement or warranty and accepts no responsibility or liability for the authenticity, availability, suitability, reliability, accuracy of the information, software, products, services and related graphics contained, of any of the goods/services/or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or interactions/s on these site(s), as the same is provided on "as is" without warranty of any kind. Yottabite gives no warranty and makes no representation whether expressed or implied, that the information contained in this site is error free. Yottabite shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement. Before relying on the material, users should independently verify its relevance for their purposes, and should obtain any appropriate professional advice.

Advertising Material

Part of the Site contains advertising information or promotion material or other material submitted to Yottabite by third parties. Responsibility for ensuring that material submitted for inclusion on site or Mobile/Web apps complies with applicable International and National law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Yottabite found on or through the Website and or Mobile/Web apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. Yottabite will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Yottabite advertisers on the Website and Mobile/Web apps. Yottabite reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the site and Mobile/Web apps will be subject to these terms and conditions.

Data Protection

Yottabite may send information and offer products and services to you from time to time. For further details relating to our policy relating to such offer please refer to our privacy statement. Notwithstanding the foregoing, Yottabite reserves the right to disclose any information in response to / that it is required to be shared, disclosed or made made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to Yottabite. Further, Yottabite can and you authorize Yottabite to disclose your name, street address, city, state, zip code, country, phone number, email, and company name to Intellectual Property right's owners, as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

Relationship

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and Yottabite and you shall have no authority to bind Yottabite in any manner, whatsoever.

Force Majeure

Yottabite shall have no liability to you for any interruption or delay, to access the site or Mobile/Web apps irrespective of the cause.

Indian Law

The Agreement shall be governed by the Laws of India. The Courts of law at Bengaluru shall have exclusive jurisdiction over any disputes arising under this agreement.

Entire Agreement

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Acceptance Policy of Privacy

By using Yottabite's sites and services, you signify your acceptance of this Privacy Statement. If you do not agree or are not comfortable with any policy described in this Privacy statement, your only remedy is to discontinue use of Yottabite sites or mobile/Web apps. We reserve the right, to modify this Privacy Statement at any time.

Redressal Mechanism

Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to Yottabite as mentioned below via in writing or through email signed with the electronic signature to grievance@yottabite.in or call on +91-9600131598.

Mr. Rajan Kumar Pandey
Comestible24 Technologies Pvt Ltd

We request you to please provide the following information in your complaint: -

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.
- The address, telephone number or e-mail address of the complaining party.
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
- A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed

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